

11-27-1998

Form PTO-1594
1-31-92U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100908008

To the Honorable Commissioner of

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Meritus Pls, Inc.

☐ Individuals☐ General Partnership -☒ Corporation-Virginia☐ Association☐ Limited Partnership☐ OtherAdditional name(s) of conveying party(ies) attached? Yes ☒ No

2. Name and address of receiving party(ies):

Name: Bankers Trust Company

Internal Address:

Street Address: 130 Liberty Street

City: New York State: New York ZIP: 10006

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation Banking☒ OtherIf assignee is not domiciled in the United States, a domestic representative designation is attached: Yes ☐ No ☒
(Designations must be a separate document from Assignment)Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

Assignment

☒ Security Agreement

Release

☐ Merger☐ Change of Name

Execution Date: May 19, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Trademark Registration No.(s)\

1,669,827

Additional numbers attached? Yes ☐ No ☒

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Meredith Schorr

Internal Address: 1155 Avenue of the Americas, Room 2732

Street Address:

City: New York State: NY ZIP: 10036

Client/matter 1101739-0001 -Hakan Yazici

6. Total number of applications and registration involved

1

7. Total fee (37 CFR 3.41): \$ 40.00

☒ Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Meredith Schorr

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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**ASSIGNMENT OF SECURITY INTEREST
IN CERTAIN PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, MERITUS PLS, INC., a Virginia corporation ("the Assignor") with principal offices at 233 Hershberger Road, Roanoke, VA 24012, hereby assigns and grants to Bankers Trust Company, as Collateral Agent (the "Assignee") with principal offices at 130 Liberty Street, New York, New York 10006, a security interest in (i) all of the Assignor's right, title and interest in and to the trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's right, title and interest in and to the patents and patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and, (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT, effective as of May 19, 1998 is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement, among Assignor, the other assignors from time to time party thereto and the Assignee, dated as of December 18, 1997 and amended and restated as of September 24, 1998 (as so amended and restated and as the same may be further amended, restated, modified and/or supplemented from time to time, the "Security Agreement").

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 19th day of May, 1998.

MERITUS PLS, INC., as Assignor

By: 

Name: Kenneth S. Ord

Title: Senior Vice President &
Chief Financial Officer

**BANKERS TRUST COMPANY,
as Collateral Agent, as Assignee**

By: 

Name:

Title: GREGORY P. SHEFRIN
VICE PRESIDENT

Sent by: O'SULLIVAN GRAEV & KARABELL

2124082420;

10/14/98 3:17PM; ~~JetFax~~ #859; Page 4/7

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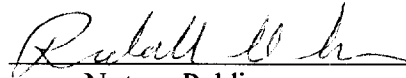
CALIFORNIA
STATE OF ~~NEW YORK~~)
ORANGE) ss.:
COUNTY OF ~~NEW YORK~~)

On this ^{16th} ~~19th~~ day of ^{October} ~~May~~, 1998, before me personally came Kenneth S. Ord
who, being by me duly sworn, did state as follows: that he is Senior VP & CFO of MERITUS
PLS, INC., that he is authorized to execute the foregoing Assignment on behalf of said
corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public

STATE OF NEW YORK)
) ss.:
 COUNTY OF NEW YORK)

On this 13th day of November, 1998, before me personally came Gregory P. Shefferin who, being by me duly sworn, did state as follows: that he is Vice President of BANKERS TRUST COMPANY, that he is authorized to execute the foregoing Assignment on behalf of said company and that he did so by authority of said company.


 Notary Public

RANDALL H. LEE
 Notary Public, State of New York
 No. 01LE6002106
 Qualified in New York County
 Commission Expires Feb. 2, 2000

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TRADEMARK

REEL: 1819 FRAME: 0661

SCHEDULE B

Patents and Patent Applications
Owned By Meritus PLS, Inc.

PatentPatent No.Issue Date

None.

everyday, 10/14/98 (17:26)